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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

CSE INSURANCE GROUP,
Plaintiff,

v.

LEVITON MANUFACTURING CO.,
INC., a New York Corporation,
ELECTROLUX, INC., a Delaware
Corporation, SEARS ROEBUCK &
CO., a New York Corporation,
Defendant.

No. CIV-04-2936-PHX-RCB

AMENDED COMPLAINT

Plaintiff, CSE Insurance Group, by and through its undersigned counsel for its complaint, alleges as follows:

1. Plaintiff is an insurance company authorized to do business in the state of Arizona.

2. Defendant Leviton Manufacturing Co., Inc. is a New York corporation and the manufacturer of electrical cords, which are sold in the State of Arizona.

3. Defendant Electrolux, Inc. is a Delaware corporation and the manufacturer of home appliances, which are sold in the State of Arizona.

4. Defendant Sears, Roebuck & Co., is a New York corporation and the manufacturer and retailer of home appliances in the State of Arizona.

3. The Defendants have caused an event to occur in Maricopa County, Arizona, out of which this claim arises.

1 4. On or about December 14, 2002, Plaintiff's insured
2 purchased an Electrolux freezer from Sears, Roebuck & Co. The
3 freezer was plugged into an electrical outlet using a Leviton
4 power cord.

5 5. In the alternative, on or about December 14, 2002,
6 Plaintiff's insured purchased a Kenmore freezer, manufactured by
7 Sears, Roebuck & Co., from Sears, Roebuck & Co. The freezer was
8 plugged into an electrical outlet using a Leviton power cord.

9 6. On or about December 18, 2002, the freezer and/or the
10 power cord caused a fire that destroyed the home of Plaintiff's
11 insured.

12 The residence of Plaintiff's insured was completely
13 destroyed by the fire and Plaintiff initially paid its insured
14 the sum of \$174,042.91. Plaintiff's insured filed additional
15 claims for additional damages secondary to the fire, and
16 plaintiff paid its insured an additional \$125,449.00. The total
17 amount plaintiff paid to its insured was \$299,491.91.

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19 **COUNT I - ALLEGATIONS**

20 7. Plaintiff hereby incorporates all allegations in
21 paragraphs 1-7 above.

22 8. Defendants manufactured a defective and unreasonably
23 dangerous product.

24 9. The defective products manufactured by Defendants
25 caused Plaintiff to suffer a loss. This loss would not have
26 occurred without the defect.

27 10. Defendant Sears, Roebuck & Co. sold Plaintiff's insured
28 the defective and unreasonably dangerous product described in
29 paragraph 7 above.

COUNT II - MANUFACTURING DEFECT

11. Plaintiff hereby incorporates all allegations in paragraphs 1-10 above.

12. Plaintiff alleges that the product manufactured by Defendants contained a manufacturing defect.

13. The products were defective and unreasonably dangerous because of a manufacturing defect. It was not the intention of the manufacturer that this condition would exist in the products. As a result the products failed to perform as safely as an ordinary consumer would expect when the products were used in a reasonably foreseeable manner.

COUNT III - DESIGN DEFECT

14. Plaintiff hereby incorporated all allegations in paragraphs 1-13 above.

15. Defendants produced a defective and unreasonably dangerous product because of a design defect. The harmful characteristics of its design outweigh the benefits of the design.

16. The products produced by Defendants are defective and unreasonably dangerous because of a design defect because it failed to perform as safely as an ordinary consumer would expect when the products were used in a reasonably foreseeable manner.

COUNT IV - INFORMATION DEFECT

17. Plaintiff hereby incorporates all allegations contained in paragraphs 1-16 above.

18. Plaintiff claims that Defendants failed to give instruction with the product. The products are defective and unreasonably dangerous because it was unreasonably dangerous for

1 use in a reasonably foreseeable manner without adequate
2 instructions.

3 WHEREFORE, Plaintiff prays for Judgment against Defendants
4 in the amount of ~~\$174,042.91~~ \$299,491.91, or the amount proven at
5 trial, plus interest at the legal rate of 10% per annum from July
6 2, 2003 until paid in full, costs and attorney fees, and such
7 other relief as the court deems just and proper.

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9 RESPECTFULLY SUBMITTED this 16th day of August, 2005.

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12 /s/ James R. Vaughan
13 Attorney for Plaintiff
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